

C. OTHER CONTRACT CLAUSES IN FULL TEXT

PKV-1001 5352.209-9002 ORGANIZATIONAL CONFLICT OF INTEREST (AFMC) (JUL 1997) – ALTERNATE I (JUL 1997) ALTERNATE II (JUL 1997), ALTERNATE IV (JUL 1997) AND ALTERNATE VI (TAILORED) (JUL 1997)

(a) The following restrictions and definitions apply to prevent conflicting roles which may bias the Contractor's judgment or objectivity, or to preclude the Contractor from obtaining an unfair competitive advantage in concurrent or future acquisitions.

(1) Descriptions or definitions:

"Contractor" means the business entity receiving the award of this contract and its teaming partners and their parents, affiliates, divisions and subsidiaries.

"Proprietary Information" means all information designated as proprietary in accordance with law and regulation, and held in confidence or disclosed under restriction to prevent uncontrolled distribution. Examples include limited or restricted data, trade secrets, sensitive financial information, and computer software; and may appear in cost and pricing data or involve classified information.

(2) Restrictions

(i) As the Post Closing Management Services contractor, the Contractor shall perform advisory and assistance services in support of AFCEE's Portfolio Management mission. The parties recognize that the Contractor shall perform a significant role in assisting the Government to oversee, monitor and manage privatized housing assets and EUL assets; advising and assisting the government in reviews, assessments, and evaluations of other entities' performance, and providing recommendations to the Government regarding such. The Contractor's recommendations must be objective, impartial, and independent. To avoid both (i) the prospect of the Contractor's recommendations being influenced by its own capabilities and (ii) the prospect of the Contractor's utilization of acquired knowledge of other entities' proprietary secrets, it is agreed the Contractor is precluded from participation as or with a non-Air Force party in any Air Force real estate transaction, including Military Housing Privatization, Enhanced Use Leasing and other privatized endeavor projects, for seven years from award date of this contract.

(ii) Alternate I (AFMC) (JUL1997)

The Contractor may participate in the technical evaluation of other Contractor's proposals or products. To ensure objectivity, the Contractor is precluded from award of any supply or service contract or subcontract of the system or its major components. This restriction shall be effective for the period of contract performance plus one year. This does not apply to other technical evaluations concerning the system.

(iii) Alternate II (AFMC) (JUL1997)

The Contractor may gain access to proprietary information of other companies during contract performance. The Contractor agrees to enter into company-to-company agreements to (1) protect another company's information from unauthorized use or disclosure for as long as it is considered proprietary by the other company and (2) to refrain from using the information for any purpose other than that for which it was furnished. For information purposes, the Contractor shall furnish copies of these agreements to the Contracting Officer.

These agreements are not intended to protect information which is available to the Government or to the Contractor from other sources and furnished voluntarily without restriction.

(iv) Alternate IV (AFMC) (JUL1997)

The Contractor agrees to accept and to complete all issued task orders, and not to contract with Government prime Contractors or first-tier subcontractors in such a way as to create an organizational conflict of interest.

(v) Alternate VI (AFMC) (JUL1997)

The above restrictions shall be included in all subcontracts, teaming arrangements, and other agreements calling for performance of work which is subject to the organizational conflict of interest restrictions identified in this clause, unless excused in writing by the Contracting Officer. The contractor must obtain written approval prior to accepting work on any contracts with potential COI. Upon presentation of supporting evidence, the Contracting Officer may find that a subcontractor's or team member's participation as or with a non-Air Force party on a specific Air Force real estate transaction does not constitute an OCI under this contract.